



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 2

290 BROADWAY

NEW YORK, NEW YORK 10007-1866

December 16, 2010

BY EMAIL

Robert S. Sanoff, Esq.  
Foley, Hoag & Eliot, LLP  
155 Seaport Boulevard  
Boston, MA 02210

Re: Cornell-Dubilier Electronics, Inc. - Confidential Business Information

Dear Mr. Sanoff:

As discussed in our telephone conference today, December 16, 2010, the U.S. Environmental Protection Agency ("EPA") intends to disclose to Eisenstein & Malanchuk ("E&M"), an EPA contractor, the 49 insurance policies provided by your client Cornell-Dubilier Electronics, Inc. ("CDE"). CDE submitted the insurance policies to EPA on February 13, 2009 in response to EPA's request for information pursuant to Section 104(e) of the Comprehensive Environmental Response, Compensation & Liability Act ("CERCLA") dated September 26, 2006. CDE has claimed that these insurance policies are confidential business information ("CBI") under Title 40 of the Code of Federal Regulations ("CFR") Part 2. This will confirm that CDE does not object to EPA's disclosure of the policies to our contractor.

Under 40 C.F.R. § 2.310(h)(2), EPA may disclose CERCLA CBI to a contractor if EPA determines in writing that such disclosure is necessary to the contractor's performance of the work required by the contract. EPA has made the necessary determination with respect to the insurance policies provided by CDE.

E&M provides services to EPA as under Contract No. EP-W-07-079. The work with which E&M has been tasked requires it to review insurance coverage information to assist EPA in discussions concerning the resolution of CDE's liability for response costs at the CDE Superfund Site. EPA confirms that E&M, as EPA's authorized representative, will not disclose the information to anyone outside of EPA or the U.S Department of Justice without first obtaining EPA's permission.

In order for CERCLA CBI to be disclosed to a contractor, EPA's regulations at § 2.310(h)(2) require that the contract provide that the contractor's employees:

- Shall use the information only for the purposes of carrying out the work required by the contractor;

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- Shall refrain from disclosing the information to anyone other than EPA without the prior written approval of each affected business or of a EPA legal office;
- Shall return to EPA all copies of the information (and any abstracts or extracts therefrom) upon request by the EPA program office, whenever the information is no longer required by the contractor for the performance of the work or upon completion of the contract;
- Shall obtain a written agreement to honor such terms of the contract from each of the contractor's employees who will have access to the information, before such employee is allowed such access.

EPA's contract with E&M contains the "Treatment of Confidential Business Information" (EPAAR 1552.235-71) clause addressing the foregoing CBI provisions. E&M has confirmed that they will have obtained a written agreement to honor such terms of the contract from each of their employees who will have access to the information before such employee is allowed such access. E&M have acknowledged and agreed that the contract provisions concerning the use and disclosure of CBI are included for the benefit of, and shall be enforceable by, both the United States government and any affected business having a proprietary interest in the information.

EPA would typically provide five to ten business days for CDE to comment on the proposed disclosure. Since you have already stated that CDE does not oppose the disclosure, we will just request that you respond with an email confirming that we can provide the policies to E&M.

Sincerely,



Sarah Flanagan  
Assistant Regional Counsel

cc: Hiral Shah, Esq.  
Peter Kautsky, Esq.